


Board of County Commissioners

Additional Information for Agenda Item #25

Date of Meeting: October 12, 2004
Date Submitted: October 12, 2004
To: Honorable Chairman and Members of the Board
From: Parvez Alam, County Administrator 
Vincent Long, Assistant County Administrator
Subject: Additional Information on New 911 System.

Statement of Issue:

This update to agenda item #25 provides additional information to the Board on the recent activities to procure a new 9-1-1 system for Leon County, including the ongoing discussions with Sprint to extend the existing contract for 911 services for up to six months. Based on this information, staff requests that the Board select Sprint/Positron to provide 911 services and direct the County Administrator to negotiate a final contract with the selected vendor.

Background:

On September 21, 2004, the Board directed the County Administrator to review and provide further analysis on the RFP process for procurement of a new 9-1-1 system for Leon County. The report from the County Administrator is included in the published agenda packet for the Board of County Commissioner's regularly scheduled meeting on October 12, 2004 (please refer to Agenda Item #25).

Analysis:

Prolonged "End Date" for Existing Contract:

As part of the review process initiated on September 21, staff has engaged in discussions with the current provider, Sprint, to extend the existing contract for the provision of 911 services in Leon County. The term of the sixty (60) month contract with Sprint will expire on February 14, 2005. The original agenda item stated that the contract would expire on December 14, 2004. However, after repeated conversations with Sprint representatives, both parties are in agreement on the February 14, 2005 expiration date. Sprint's offer to honor the existing contract through February 14, 2005 is significant as it provides the County with nearly two additional months of time to install, test and activate the new 911 system without requiring an extension of the current contract at a potentially higher rate (Attachment #1).

Even with Sprint's recent offer to honor the existing contract until February 14th, selecting a vendor and installing the new system before the contract's end date will require expedited Board action. In order to provide the Board with sufficient additional time (beyond the "new" termination date) for final vendor selection, contract approval, system installation, testing and activation, staff and representatives of Sprint have been engaging in discussions to secure a "month to month" extension of the existing contract at the current monthly rates. At the time of the writing of the primary agenda item, Sprint had expressed their interest to secure such an extension with the County and these discussions appeared likely to result in an agreement acceptable to both parties. However, since that time Sprint has reported increasing difficulty in securing an agreement for a "month to month" extension from their equipment subcontractor, Telimagine. As detailed by Sprint in the attached e-mail, such a "month to month" extension appears very unlikely at this time.

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Updated Recommendation for Selection of Vendor for New 9-1-1 System:

Staff's initial recommendation to enter into negotiations for "best and final" offers with each of the three top-ranked vendors was predicated on the approval of a "month to month" agreement with Sprint to extend the existing contract. The need for this additional time is due to the fact that under normal circumstances, it takes three to four months after the vendor is selected to finalize a contract, order and install new equipment, set up and test the new system and train staff in preparation for system activation. Such an agreement with Sprint to extend the existing contract would have enabled "best and final" negotiations with all the three vendors to occur by allowing for an additional time to engage in this process beyond the "new" February 14, 2004 end date. However, as securing an acceptable "month to month" extension of the existing contract for 911 services with Sprint has become increasingly unlikely, staff has revised the previous recommendation in order to expedite selection of one of the three "top ranked" vendors and to proceed with installation of the new system.

Staff recently reached out to each vendor to gauge their ability to install their proposed system in advance of the end date of the existing 911 system. Representatives from each of the three vendors (CML/AK & Associates, Sprint/Positron and TDS/TCI, respectively) verbally acknowledged that each of their proposed systems could be installed and operational by the end date of the existing contract with Sprint, if they were selected by the Board at their regular meeting on October 12th.

On October 12, 2004, staff held a conference call with representatives from Sprint (including Carmen Braswell, Steve DeLoach, and Stephen Fullerton, Account Representative) in order to resolve the primary outstanding issues remaining from the RFP process and the subsequent negotiations regarding the extension of the current contract. The County representatives participating on this call were:

- Parwez Alam, County Administrator
- Vincent Long, Assistant County Administrator
- Benjamin Pingree, Assistant to the County Administrator
- Major John Schmidt, Leon County Sheriff's Office
- Richard Smith, Director of Emergency Management, Leon County Sheriff's Office

Three key unresolved issues were addressed during the call to the satisfaction of the County. First, a clarification was made that the "critical spares kit" (backup equipment intended to replace the system's malfunctioning primary equipment) was included in the proposed contract price. Second, Sprint clarified that the level of staffing to be dedicated to the Leon County system was to include three full time technicians. Although this crew will also work on 911 systems in surrounding counties, additional Sprint staff will also be on call for Leon County's system, as needed. This solution was received as acceptable by the call participants. Finally, Sprint clarified that they would honor a "month to month" contract extension at the existing prices, if necessary and if they were selected by the Board to be the vendor for the new system (Attachment #1, page #1 of 5).

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Sheriff Larry Campbell was contacted by his staff at the conclusion of this conference call. Based on the information provided during the RFP review process, the existing relationship the County has with our current 911 service provider and due to the clarification of the outstanding issues as addressed in the conference call, Sheriff Campbell stated his preference would be to move forward in negotiating a contract with Sprint/Positron.

At this time, staff is recommending that the Board direct the County Administrator to negotiate a contract with Sprint/Positron for the procurement, installation and operation of a new 911 system. This recommendation to proceed toward a contract for the new 911 system with Sprint/Positron is based upon a number of factors, including the following (Option #1 on Page #4):

- Prior to any "best and final" negotiation, Sprint/Positron's RFP response was for a total, seven (7) year cost of \$4,502,680. This is \$1.41 million less than CML/AK & Associates RFP response offer of \$5,920,383 over the same term.
- The RFP Evaluation Committee and RCC (County's 911 Consultant) have both clearly stated that each of the three top-ranked RFP responses, including Sprint, are full capable of implementing a high-quality, new 911 system that meets the criteria set forth in the RFP.
- Sprint is the current 911 provider for Leon County and, as such, has developed a working knowledge of the community's needs and established relationships with 911 system partners.
- RCC ranked the two Sprint RFP proposals, including from Sprint/Positron, as the top two proposals during their initial ranking of all proposals.

However, should the Board not wish to select Sprint/Positron as the vendor for which to proceed with contract negotiations, staff would recommend that the Board direct the County Administrator to negotiate a contract with CML/AK & Associates for the procurement, installation and operation of a new 911 system (Option #2, on Page #4). As stated in the analysis section of the primary agenda item, on Page #9, this secondary recommendation is based upon CML/AK's top ranking from the RFP Evaluation Committee, the high quality of their response and their strong track record in providing similar 911 systems in other communities.

Once the vendor for the County's new 911 system is selected by the Board, staff will immediately begin the contract negotiation process. Any issues that were identified during the RFP evaluation process, and have subsequently been addressed by staff and Sprint, will be formally clarified in the final contract that is negotiated by the County.

As a precaution, staff also recommends that the ongoing negotiations with Sprint to finalize an agreement to extend the existing 911 system beyond the February 14, 2004 contract end date proceed. Such an extension would be for a monthly renewable term and for the current monthly rate of \$50,028. This extension would be in line with the one proposed by Sprint in the attached e-mail.

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Options:

1. Direct the County Administrator to negotiate a contract with Sprint/Positron for the procurement, installation and operation of a new 911 system.
2. Direct the County Administrator to negotiate a contract with CML/AK & Associates for the procurement, installation and operation of a new 911 system.
3. Direct the County Administrator to negotiate a contract with TDS/TCI for the procurement, installation and operation of a new 911 system.
4. Direct the County Administrator to finalize negotiations with the current 911 provider, Sprint, to extend the existing agreement for a short term beyond the current end date of February 14, 2004 and at the existing monthly rates, if that event becomes necessary.
5. Board direction.

Recommendation:

Options #1 and #4

Attachments:

1. October 11, 2004 e-mail from Steve Fullerton, Account Executive from Sprint.

PA/VL/BHP/bhp

From: "Fullerton, Stephen P [SBS]" <stephen.fullerton@mail.sprint.com>
To: "Benjamin Pingree" <Pingreeb@mail.co.leon.fl.us>
Date: 10/11/2004 11:04:44 AM
Subject: RE: Three questions for your immediate consideration

A) Based upon your response to Question #1, is it Sprint's specific intention, then, that the existing contract (including all elements such as the equipment lease from Telimagine) is valid through February 14, 2004 at the existing contract rate of \$50,028/month?

Yes, based upon the information that I have received recently. The current agreement between Sprint and Leon County is valid through 2-14-2005

B) Based upon your response to Question #2, is Sprint's best offer to extend the existing contract beyond February 14, 2004 (the end date of the current term) equivalent to a "hard" 9 month agreement for \$50,028 per month? If the monthly figure is higher, due to Sprint's having to maintain Telimagine's Equipment, please specify that cost and include a "total cost" per month.

No. The "hard" 9 month agreement is Telimagine's offer with respect to the monthly amount of \$19,585.00

The related database and regulated charges that make up the remainder of the monthly costs are Sprint's responsibility. We will extend and continue those services on a month to month basis after the current contract expires while the new system is being installed. Once the new system is installed and cut over we will terminate the services when requested by the county. If for example the county entered into a 9 month agreement with Telimagine but only required the existing network and database services from Sprint for 3 months they would only be responsible for those related charges.

As stated below I do not have a firm Centurion maintenance price for the extension period. I can state that it will be at or (most likely) below the current rate of \$7935.00 per month. We will also be able to accommodate the county on a month to month basis with respect to maintenance as well.

C) In your response to Question #3, below, you stated that Sprint would utilize significant resources to maintain the existing 911 system beyond the deadline of the current contract and would do so for as long as the County needed to install the new system and at the same monthly rate as the current system. However, your response indicated that the continuation of the current costs, under your offer, would only apply should Sprint be chosen for the new 911 system. If Sprint is not selected for the new 911 system and there is a need to extend the current contract for a short period of time to install the new 911 system, what exactly WOULD Sprint charge the county each month for such a short term extension?

We can not offer an extension of the current contract as Telimagine has controlling authority in that matter since they own the equipment. You have our month to month commitment on the network and database and we are working on maintenance pricing for the Telimagine Rental equipment. Telimagine's requirement of a "hard 9 months" is the current offer despite our best efforts we have not been able to negotiate a shorter term.

★ Leon has our commitment to provide a "work around" system while we are installing the new system. We can offer that at a stated price because we will have control over all of the parts and pieces.

We will have additional leverage with Positron because as we replace portions of the system it will be new equipment going in that will remain there after the contract expires. If it became clear that we would not be able to have the new system installed prior to the contracts expiration we would be able to proceed by

bringing the pieces and parts required to change out the rental system and ship it back to Telimagine.

Providing a substitute system requires similar labor hours and effort as would a regular install. The temp. system has to be installed, the old one removed, lines reconnected and tested, etc.

If we are not selected we will not have control of the process and will be reacting to the limitations of another vendor. As stated earlier: We can not attest to the abilities of another vendor to meet any requested deadlines, their manufacturing process, local or remote availability of qualified installers, or the specifics of any network and database solutions offered by the bidder.

Replacing an existing 911 system, network, and database is typically involves months of work in a best case scenario. We are currently ready to expedite the process and have the commitment of Positron to complete the project.

Thanks

Stephen P. Fullerton
Account Executive, Sprint Public Safety
Voice: 407-661-0027
Mobile: 321-297-4651
Fax: 407-661-0094
Email: Stephen.Fullerton@mail.sprint.com

-----Original Message-----

From: Benjamin Pingree [mailto:Pingreeb@mail.co.leon.fl.us]
Sent: Monday, October 11, 2004 11:57 AM
To: Fullerton, Stephen P [SBS]
Cc: Vince Long
Subject: RE: Three questions for your immediate consideration

Good morning, Steve,

Follow up questions for you regarding your e-mail, below, are as follows:

A) Based upon your response to Question #1, is it Sprint's specific intention, then, that the existing contract (including all elements such as the equipment lease from Telimagine) is valid through February 14, 2004 at the existing contract rate of \$50,028/month?

B) Based upon your response to Question #2, is Sprint's best offer to extend the existing contract beyond February 14, 2004 (the end date of the current term) equivalent to a "hard" 9 month agreement for \$50,028 per month? If the monthly figure is higher, due to Sprint's having to maintain Telimagine's Equipment, please specify that cost and include a "total cost" per month.

C) In your response to Question #3, below, you stated that Sprint would utilize significant resources to maintain the existing 911 system beyond the deadline of the current contract and would do so for as long as the County needed to install the new system and at the same monthly rate as the current system. However, your response indicated that the

continuation of the current costs, under your offer, would only apply should Sprint be chosen for the new 911 system. If Sprint is not selected for the new 911 system and there is a need to extend the current contract for a short period of time to install the new 911 system, what exactly WOULD Sprint charge the county each month for such a short term extension?

Thank you for your timely response to these important questions. Please call me for any questions you may have on this issue.

-Ben Pingree

>>> "Fullerton, Stephen P [SBS]" <stephen.fullerton@mail.sprint.com>
10/11/2004 8:27:23 AM >>>
Hi Ben,

I have been working on this and verifying the information and have some answers to your questions below:

#1) As the current contract was signed on December 14, 1999, the County's understanding has been that the current contract is valid until December 14, 2004. Recent discussions with you have revealed that Sprint's understanding of the contract's "end date" may be further out, perhaps even as late as February 14, 2005. When is the last date of coverage for E-911 services, under the current contract between Leon County and Sprint, according to Sprint?

The contract was signed by Leon County on Dec 17, 1999 and Telimagine signed off on the package on Dec. 29 1999. Taking in to account the time required to properly process the contract and generate billing resulted in the County not being billed until 26 January 2000. Our Invoice and Billing systems, known as CRB and NIBS currently show the current agreement between Sprint and Leon County for the period of 2/15/2000-2/14/2005

Customer Number: 27207800
Rental Agreement/policy: X9004130056/27207801
Centurion Maintenance: KA02150024

#2) Sprint has been reviewing and putting together a "best offer" to present to the County that would extend the existing contract beyond the current contract's end date (as discussed in question #1). At this time, the "best" offer that has been presented from Sprint would be for a set term on 9 months, for either the current rate (\$50,028/month) or for up to \$8,000 more than that per month. However, Sprint has internally been investigating other options to extend the existing contract with the County for up to six months, on a month by month basis and for the existing monthly price. What is Sprint's "best offer" to extend the existing contract beyond the end date? What are the specific terms of that proposal?

In answering this question I am going to answer as specifically as possible to the portion of the monthly payment made to Sprint for the equipment rental and maintenance of the same. This amounts to \$19,585.00 per month and will expire on 2-15-2005. In the terms and conditions of

the Assignment Agreement Telimagine has rights to and controls the equipment being rented by the county. Currently Telimagine is offering a 'hard' 9 month extension of the current contract for the continued rate of \$19,585.00 per month. However, under this extension, Telimagine would not be extending the maintenance portion of this agreement. Leon County would need to contract for these services outside of the extension.

Leon County has our commitment that Sprint will maintain the equipment at or below the existing rate, but the County will receive a maintenance invoice directly from Sprint since Telimagine intends to keep Leon's "maintenance dollars". I have requested a specific monthly maintenance price and should have that within 2 weeks. Another consideration would be for Leon County to take a Time and Material approach during the extension and pay for the maintenance services as required.

It is recommended that the County consider working with Telimagine regarding what happens at the end of the term because Sprint cannot influence the outcome at this point. With that said, we will do everything we can to ease their migration.

The remaining monthly amounts are related to the current network and database services provided to the County by Sprint. As such Sprint will extend the current network and database costs for as long as they are required by the county as the new system is installed.

#3) This question stems from the two above questions. What would happen should the County proceed immediately in selecting a vendor for the new 911 system and thereafter the end date of the existing contract passes without the full installation of the new system having been completed by the selected vendor? (this question assumes that the County and Sprint have yet to reach an agreement to extend the existing contract, as discussed in question #2). Specifically, would Sprint offer an emergency extension for a month to month basis and if so, for what price?

We are better positioned and equipped to implement a new system before the end of the year or the end of the term in February 2005. We have already received commitment from our operations group and Positron that we can meet the County's needs and time frames.

We control all of the pieces--equipment, network, database--and we have the resources already in place. Because of these factors our solution offers the lowest risk for interruption of services or other service affecting issues.

We are also able to offer this solution at a much lower financial risk. At present we are preparing a revised proposal that has substantial discounts added in, meet the requirements of the RFP and can be installed in the shortest time possible. If possible I hope to have this pricing available shortly please advise me when it would be best to submit the revised proposal.

If however, it became clear that the new Sprint/Positron system would not be completely installed and cut over at the end of the contract term Sprint has a solution for that as well.

While we would continue to work toward completion of the new install, we would also make arrangements to put in place substitute equipment during the transition period. This equipment would be borrowed from the Sprint Training Lab and Technical Center. Backroom and Call Taker Equipment would be brought in where needed to insure no interruption in service.

We would provide the loaned equipment and 24X7 maintenance of it at the existing monthly rate of \$19,585. Installation of the substitute equipment and associated costs would not be charged under this offer. This would be on a month to month basis until the new Sprint/Positron system is accepted by the County.

The rental equipment would then be removed and packaged for shipment back to Telimagine.

If the County decides to go with an alternate bidder we will not be able to offer these same services at a flat monthly rate with no equipment or installation charges, however we will still be able to provide substitute equipment.

We can not attest to the abilities of another vendor to meet any requested deadlines, their manufacturing process, local or remote availability of qualified installers, or the specifics of any network and database solutions offered by the bidder.

If the county did select another vendor, the county and the selected bidder would need to come to an agreement with respect to the above.

If it was determined that substitute equipment was required, Sprint would then submit a proposal to the County detailing the actual costs associated with providing and installing a temporary E911 Solution as well as the regular monthly rates in place today.

If you have any additional questions please do not hesitate to contact me.

Regards,

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Fax: 407-661-0094
Email: Stephen.Fullerton@mail.sprint.com

CC: "Vince Long" <VINCEL@mail.co.leon.fl.us>